

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Whitaker Group, Inc. 1133 21st St NW, Suite 405, Washington DC 20036		2. Registration No. 5539						
3. Name of Foreign Principal The Government of the Republic of Malawi	4. Principal Address of Foreign Principal Private Bag 301 Capital City Lilongwe, Malawi							
5. Indicate whether your foreign principal is one of the following:								
<input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (specify) _____</td> </tr> </table> <input type="checkbox"/> Individual-State nationality _____			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____							
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant Office of the President and Cabinet								
b) Name and title of official with whom registrant deals Steven Matenje, Ambassador Extraordinary and Plenipotentiary of Malawi to the United States								
7. If the foreign principal is a foreign political party, state:								
a) Principal address								
b) Name and title of official with whom registrant deals								
c) Principal aim								

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature	
April 05, 2012	Aubrey Hruby, Managing Director	/s/ Aubrey Hruby	eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Whitaker Group Inc.

2. Registration No.

5539

3. Name of Foreign Principal

Government of the Republic of Malawi

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Consulting services to advance the economic and social goals of the country through the Growth and Development Strategy (GDS) by mobilizing resources, building partnerships, and enhancing the brand of Malawi abroad as an attractive place for investment, business and tourism.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will facilitate visits to the US, meetings with stakeholders including US civil society organizations and the US Government, and will help to build partnerships in key development-oriented sectors.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant will support meaningful engagement with key stakeholders, including Congressional and Administration officials in the US, with the aim of educating and promoting positive dialogue on US trade and development policies affecting the people of Malawi.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
April 05, 2012	Aubrey Hruby	/s/ Aubrey Hruby eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

CONSULTANCY CONTRACT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF MALAWI

AND

WHITAKER GROUP INC (TWG)

THE CONTRACT

Contract for the provision of Consultancy Services entered into by and between the Government of the Republic of Malawi, acting through its Office of the President and Cabinet, (hereinafter referred to as the "Client") and Whitaker Group Inc (TWG) (hereinafter referred to as the "Consultant")

WHEREAS-

- (A) The Client and the offices of its U.S Ambassador are working to advance the economic and social goals of the country through the Growth and Development Strategy (GDS) by mobilizing resources, building partnerships, and enhancing the brand of Malawi abroad as an attractive destination for investment and tourism;
- (B) The Client has requested the services of the Consultant to support the Client in promoting Malawi's competitiveness and attractiveness to investors and partners throughout the world;
- (C) The Consultant has been selected by the Client through a competitive bidding process and, having represented to the Client that it has the required skills and experience to execute on the requested services, the Consultant is ready, willing and able to accept this engagement of service with the Client on the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the undersigned agree as follows-

I. COMMENCEMENT AND DURATION

This Contract shall commence on the last date of signature and shall, unless terminated by either party on a prior date, subsist until 30 June 2012. The Parties agree to renew this Contract by giving each other six weeks written notice for a period they may agree upon and on the terms and conditions that would be prevailing at the time of renewal.

2. SERVICES

The Consultant shall provide services to the Client in the areas of stakeholder engagement, investment promotion, and partnership building in key development-oriented sectors (hereinafter referred to as the "Services"). The Consultant will develop a Strategic Action Plan and Schedule of Work that will govern the delivery of Services.

3. PAYMENT

For the Services performed by the Consultant under the terms of this Contract the Client will pay the Consultant a fee of \$150,000 plus pre-approved expenses associated with the execution of the work (which could include a telecommunications surcharge, travel expenses, printing and design work where commissioned). Work will commence upon receipt of payment. The fee will be prorated from the date of contract and any remaining shall be applied by the Consultant to the next contract period.

4. SERVICE DELIVERY CONDITIONS

- 4.1 The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practice, and shall observe sound management practices.
- 4.2 The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's interests.
- 4.3 The Consultant shall be given sufficient written authority and powers in the capacity as consultant to effectively carry out its responsibilities.
- 4.4 All reports and other documents prepared by the Consultant shall become the property of the Client, and the Consultant shall not, after the expiration of this Contract, disclose any proprietary or confidential information relating to this Contract, or Client's business or operations without the prior written consent of the Client.

- 4.5 The Consultant shall be responsible for all office consumables and equipment that it shall use in the execution of this Contract.
- 4.6 The Consultant shall work closely with Client for purposes of evaluation and assistance.
- 4.7 The Consultant shall regularly report to the Client and furnish agencies of the Government of Malawi information related to the Services as they may from time to time request.
- 4.8 Nothing contained in this Contract shall be construed or have effect as constituting a relationship of employer and employee or principal and agent between the Client and the Consultant.

5. TAXES AND DUTIES

The Consultant shall pay such taxes, duties, fees and other impositions as may be levied under the laws of Malawi. All amounts listed in section 3 "PAYMENT" are listed net of any such applicable taxes, duties, fees or other impositions.

6. BREACH

- 6.1 In the event that any one of the parties be in breach of any of its obligations and undertakings pursuant to the terms of this Contract, the aggrieved party shall be entitled to give written notice to the defaulting party to rectify any such breach.
- 6.2 Should the defaulting party fail to remedy such breach within a reasonable time, the aggrieved party may:
 - (a) institute an action for due performance by the defaulting party of its obligation under this Contract; or
 - (b) cancel this Contract without prejudice to its rights to damages, or refer the dispute for resolution.

7. TERMINATION

Either party may terminate this Contract upon giving six weeks written notice, which notice shall explain the reason of such termination.

8. DISPUTE RESOLUTION

8.1 If any dispute arises between any of the parties in regard to the carrying into effect of any of the parties' rights and obligations arising from this Contract, the parties agree to negotiate with each other in good faith in an effort to resolve such dispute.

8.2 If in any case the parties fail to solve the dispute amicably, such dispute shall first be subjected to mediation, failing which it shall be referred for arbitration in accordance with the rules of Amicable Dispute Resolution (ADR) and Arbitration as established by the International Court of Arbitration.

9. WHOLE AGREEMENT

9.1 This Contract constitutes the entire agreement between the parties with regard to the subject matter hereof. Neither party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

9.2 No addition to variation of, or agreed cancellation of this Contract shall be of any force or effect unless in writing and signed by or on behalf of the parties.

10. REPORTING AND COMPLIANCE

10.1 The Consultant shall submit quarterly reports outlining the Services it has provided to the Client.

10.2. The Consultant shall not be expected to take any action that does not fully comply with all applicable laws (including, without limitation, the Foreign Corrupt Practices Act and similar anti-bribery and anti-corruption laws which may apply) or any of its own compliance policies and procedures. The Consultant may refuse any action, without penalty or deemed breach of this Contract, that it deems, in its sole discretion, will violate or will likely violate any applicable law or its own compliance policies and procedures.

10.3. The Client hereby acknowledges that the Consultant is engaged by private sector companies and enterprises on a variety of matters in and throughout the continent of Africa. Although the Consultant is presently aware of no conflict of interest where its existing clients and this engagement is concerned, the Consultant reserves the right to access each task under this engagement against its outstanding obligations to existing clients. Without penalty or deemed breach of this Contract, the Consultant may, in good faith, refuse any designated task or series of tasks that conflict with or are likely to conflict with outstanding obligations to its existing clients. The Consultant will explain any such situation should one arise and will work with the Client to find a mutually agreeable solution.

11. GOVERNING LAW

11.1. This Contract shall be governed by the laws of the Republic of Malawi.

12. NOTICES

12.1. Any notice, request or consent made pursuant to the execution of this Contract shall be in writing and shall be deemed to have been made when-

- (a) delivered in person to an authorized representative of the Party to whom the communication is addressed;
- (b) given by prepaid registered post, and will be deemed to have been received five days after the date of posting thereof;

- (c) sent by telefax, and shall be deemed to have been received on the first business day following the date of transmission thereof.

13. DOMICILIA CITANDI ET EXECUTANDI

- 13.1 The parties choose *domicilium citandi et executandi (domicilium)* for the purposes of the giving of any notice, the serving of any process and for any other purpose arising from this agreement at their respective addresses set below-

THE CLIENT: Office of the President and Cabinet
Private Bag 301
Capital City
Lilongwe

Tel: 01 789311

Fax: 01 788456

THE CONSULTANT: Whitaker Group Inc. (TWG)
1133 21st Street, NW, Suite 405
Washington, District of Columbia, 20036
United States of America

Tel: 00 1 202 293 1453

Fax: 00 1 202 293 1410

- 13.2 Either party shall be entitled from time to time to vary its *domicilium citandi et executandi* by providing a written notice in a manner provided above.

IN WITNESS WHEREOF, this Contract is duly executed on this 26 day of March 2012.

FOR AND ON BEHALF OF THE CLIENT

Name Shirley D. Matangi Signature [Signature]
Title Ambassador

FOR AND ON BEHALF OF THE CONSULTANT

Name Rosa Whitaker Signature [Signature]
Title President & CEO

WITNESS:

Name JANE NANKWENYA Signature [Signature]

Name GEDEON TOPACIO Signature [Signature]